

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RHONDA STEEN,

Plaintiff,

V.

LIFE INSURANCE COMPANY OF NORTH AMERICA, THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, and AMERICAN INTERNATIONAL GROUP, INC. also known as AIG AMERICAN GENERAL,

Defendants.

FILED: JULY 23, 2008

Case No. 08CV4181

JUDGE ANDERSEN

MAGISTRATE JUDGE ASHMAN
TG

NOTICE OF REMOVAL OF CAUSE

To: Donald L. Bertelle, Esq.
11 S. LaSalle St., Suite 1000
Chicago, IL 60603-1207

Defendants Life Insurance Company of North America (“LINA”), The United States Life Insurance Company in the City of New York (“U.S. Life”), and American International Group, Inc. also known as AIG American General (“AIG”) (collectively “Defendants”), pursuant to 28 U.S.C. § 1446 and the Rules of the United States District Court for the Northern District of Illinois, notifies this Honorable Court that the above-entitled cause has been removed from the Circuit Court of Cook County, Illinois, County Department, Chancery Division, and in support of said notice states as follows:

1. On July 3, 2008, LINA was served via the Illinois Department of Financial and Professional Regulation, Division of Insurance, with the Summons and Complaint in this matter, a true and correct copy of which is attached hereto as **Exhibit 1**. The Summons and Complaint are the only pleadings that have been received by LINA.

2. The Complaint purports to seek declaratory relief relating to Plaintiff's entitlement to benefits under an accidental death and dismemberment ("AD&D") benefit plan, which plan is sponsored and maintained by the American Postal Workers Union for its eligible members and their eligible dependents, which AD&D benefits are underwritten pursuant to a group insurance policy issued by U.S. Life. Defendants deny the allegations in Plaintiff's Complaint and deny that it is liable to Plaintiff for any of the relief sought in the Complaint or any relief whatsoever.

3. Plaintiff's state law causes of action relate to an employee welfare benefit plan, as defined by the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* ("ERISA") and, therefore, are pre-empted under Section 514(a) of ERISA (29 U.S.C. § 1144(a)) and displaced by the ERISA civil enforcement provision, Section 502(a). 29 U.S.C. § 1132(a). *See also Pilot Life Insurance Company v. Dedeaux*, 481 U.S. 41 (1987). *See also Jones v. United States Life Ins. Co. of the City of New York*, 12 F. Supp. 2d 383 (D.N.J. 1998). Therefore, this Court has original jurisdiction over this action under 29 U.S.C. §§ 1132(a) and 1144, and 28 U.S.C. § 1331, and Defendants are entitled to remove this action to this Court pursuant to 28 U.S.C. §§ 1331 and 1441.

4. The parties also are of diverse citizenship in that Plaintiff is a resident and citizen of Illinois; LINA is a Pennsylvania corporation with its principal place of business located in Philadelphia, Pennsylvania; U.S. Life is a New York corporation with its principal place of business located in New York, New York; and AIG is a Delaware corporation with its principal place of business located in New York, New York. Furthermore, at issue in this action is Plaintiff's entitlement to AD&D benefits in excess of \$75,000 exclusive of interest and costs for the death of her husband, Jason Allen Steen. Therefore, this Court also has original jurisdiction

over this action under 28 U.S.C. § 1332, and Defendants also are entitled to remove this action to this Court pursuant to 28 U.S.C. §§ 1332 and 1441.

5. In compliance with 28 U.S.C. § 1446(b), this Notice of Removal is filed with this Court within thirty (30) days after receipt of a copy of the initial pleading setting forth the claim for relief upon which this action or proceeding is based and within thirty (30) days after service of summons.

WHEREFORE, Defendants notify that this cause has been removed from the Circuit Court of Cook County, Illinois, County Department, Chancery Division, to the United States District Court for the Northern District of Illinois, Eastern Division, pursuant to the provisions of 28 U.S.C. § 1446 and the Rules of the United States District Court for the Northern District of Illinois.

**Life Insurance Company of North America, The
United States Life Insurance Company in the
City of New York, and American International
Group, Inc. also known as AIG American
General, Defendants**

By: /s/ Jason M. Kuzniar
One of their attorneys

Daniel J. McMahon, Esq.
Jason M. Kuzniar, Esq.
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
120 N. LaSalle St., Suite 2600
Chicago, IL 60602
Tel: 312-704-0550

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that a true and correct copy of the above and foregoing pleading was served on:

Donald L. Bertelle, Esq.
11 S. LaSalle St., Suite 1000
Chicago, IL 60603-1207
312-201-8885

by: ☒ hand-delivery; ☐ facsimile; ☐ overnight mail, next day delivery; and/or ☐ depositing same in the US Mail at or before the hour of 5:00 p.m. this 23d day of July 2008.

/s/ Jason M. Kuzniar
Jason M. Kuzniar

Attorney No. 21656

FILED - 2

2008 JUL -3 AM 10:26
IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
CHANCERY DIV.

RHONDA STEEN, ~~DEROGLY BROWN~~ CLERK

Plaintiff,

vs.

LIFE INSURANCE COMPANY OF NORTH
AMERICA, THE UNITED STATES LIFE
INSURANCE COMPANY IN THE CITY OF
NEW YORK and AMERICAN INTERNATIONAL
GROUP, INC., also known as AIG AMERICAN
GENERAL,

Defendants.

No.

080804084

RECEIVED

STATE OF ILLINOIS

JUL 03 2008 HK 10-50

DEPT. OF INSURANCE
CHICAGO, ILLINOIS

COMPLAINT FOR DECLARATORY JUDGMENT

The plaintiff, Rhonda Steen, by her attorney, Donald L. Bertelle, complains of the defendants as follows:

1. The plaintiff is an individual who at all times mentioned herein was a resident of the State of Illinois, employed as a U.S. Postal Worker and was a member of the American Postal Workers Union.
2. The named defendants are various insurance companies who solicit business in Illinois; the first two named defendants are, on information and belief, member companies of the third named defendant, American International Group, Inc., also known as AIG American General.
3. On or around March 20, 2004, the plaintiff made a request by telephone for enrollment in the American Postal Workers Union Voluntary Benefits Accidental Death and Dismemberment Plan.

4. In response to her request, the plaintiff received a Coverage Request Form from the defendant Life Insurance Company of North America, along with a cover letter and a postage paid envelope; attached hereto and incorporated herein as Exhibit A are copies of the Coverage Request Form and the cover letter.

5. The plaintiff filled out the aforesaid Coverage Request Form and mailed it to the defendant Life Insurance Company of North America; see Exhibit A.

6. On or about April 26, 2004, the plaintiff received in the mail from the defendants Life Insurance Company of North America and The United States Life Insurance Company in the City of New York a Certificate of Insurance Page and an Accident Only Certificate of Insurance, along with a cover letter; attached hereto and incorporated herein as Exhibit B are copies of these three documents.

7. Thereafter, periodic withdrawals were taken out of plaintiff's paycheck in payment of the insurance premiums required by the aforesaid Certificate of Insurance issued to her.

8. On June 28, 2007, Jason Allen Steen, at all times mentioned herein the lawful husband of the plaintiff, died in an automobile accident; attached hereto and incorporated herein as Exhibit C is a copy of the Medical Examiner's - Coroner's Certificate of Death.

9. On or about July 7, 2007, the plaintiff filled out a Proof of Death Claim, signed it, had it witnessed and then mailed it to the defendant The United States Life Insurance Company in the City of New York; a copy of the Proof of Death Claim is attached as Exhibit D and incorporated herein.

10. On or about November 1, 2007, the plaintiff received a claim denial letter from the defendant AIG; a copy of that denial letter is attached hereto and incorporated herein as Exhibit E.

11. On or about November 13, 2007, the defendant, American International Group, Inc., also known as AIG American General, sent a letter to the plaintiff enclosing, for the first time, a Certificate Rider excluding from its accidental death coverage death while "intoxicated or under the influence," along with a Privacy Notice and a new certificate of insurance; copies of these documents are attached hereto and incorporated herein as Exhibit F.

12. There is a genuine controversy between the plaintiff and the defendants, to-wit: the plaintiff claims that her husband's accidental death was covered by the Certificate of Insurance (Exhibit B); whereas, the defendants claim that the plaintiff's husband's death was not covered under the Certificate of Insurance (Exhibit F) which was issued to the plaintiff after the denial of her death benefits claim.

Wherefore, the plaintiff prays for entry of a declaratory judgment declaring that her husband's death was covered by the Certificate of Insurance (Exhibit B) issued by the defendants, and awarding her her costs of suit.



Attorney for the Plaintiff

DONALD L. BERTELLE
11 South LaSalle Street -- Suite 1000
Chicago IL 60603-1207
(312) 201-8885

COVERAGE REQUEST FORM

For the exclusive use of

American Postal Workers Union Member:

02063-004

Rhonda D. Steen

8739 S Kingston

Chicago, IL 60617-2442

STATUS: Acceptance Guaranteed
for up to \$250,000.00

ADDITIONAL ACCIDENT INSURANCE

REPLY REQUESTED BY: April 30, 2004

1. GIVE US A LITTLE BIT OF ADDITIONAL INFORMATION
(Please print or type)Membership Status: ☒ Active ☐ RetireDate of Birth: 05/01/1968 Sex: ☐ M ☒ F

Soc. Sec. #: 350 - 72 - 9305

Phone #: (773) 359 - 5820

2. CHOOSE THE COVERAGE THAT BEST MEETS YOUR NEEDS☒ \$250,000.00 ☐ Member only plan ☒ Family Plan☐ \$150,000.00 ☐ Member only plan ☐ Family Plan☐ \$50,000.00 ☐ Member only plan ☐ Family Plan

Family Plan includes protection for each eligible family member. Benefits paid for a family member's covered loss depends on family composition at time of loss. See following page.

Please complete the following if you will be selecting the Family Plan:

Spouse's Name: Jason A. Steen

Spouse's Soc. Sec. #: 364 - 54 - 2020

Spouse's Date of Birth: 04/05/1977

Child's Name: Victoria C. Taylor

Child's Date of Birth: 02/19/89

Child's Name: Evan A. Brown

Child's Date of Birth: 07/29/93

QUESTIONS? CALL TOLL-FREE 1-877-229-0451

3. NAME YOUR BENEFICIARY

Person: Victoria Taylor Relationship to you: Daughter

Person: Jason Steen Relationship to you: Son

Person: Rhonda D. Steen Relationship to you: Husband

Unless you tell us otherwise, we will automatically pay your spouse, your children, your parents, your brothers or sisters or your estate, in that order, depending on who is still living at that time.

4. SIGN AND MAIL THIS FORM TODAY

Please enroll me in the Plan indicated by the box I have checked. Terms and conditions of this accidental death coverage are set forth in the Policy AK-50184 (Form No. LM-2L60) issued to the Voluntary Benefits Plan Insurance Trust. I certify that I do not already have coverage under this policy. I further understand that coverage will begin on the effective date shown on my Certificate of Insurance. Subject to receipt of my first premium payment during my lifetime. In addition, I authorize that the premium be deducted from my bi-weekly pay check.

Signature: Rhonda Steen Date: 3/20/04

Although confirmation of your coverage will be sent to you after enrollment, please make a copy of this form for your records.

Underwritten by Life Insurance Company of North America - a CIGNA company.



CIGNA Group Insurance - CIGNA LIFE MAR 25 2004

Exhibit A

VOLUNTARY BENEFITS PLAN
AMERICAN POSTAL WORKERS UNION

Dear Member:

Thank you for your enrollment under the Voluntary Benefits Plan Accidental Death and Dismemberment Plan.

Your benefit plan has been activated based on your telephone authorization, or by your application. Your effective date of coverage will be the first day that your initial premium was deducted. You must be at work on that day, otherwise coverage will be effective on the day you return to work.

If you are a retiree, you must be engaged in the usual activities of a person of like sex and age, otherwise coverage will become effective when you return to those activities. Your premium notice will be mailed to you shortly.

Enclosed is your certificate of insurance with a beneficiary designation form for those who completed an application over the phone. **Please complete the form and return it in the postage paid envelope provided.** If the beneficiary form is not returned, any benefits payable under this policy will be paid in accordance with the certificate.

You have 30 days to review this certificate. If the benefit is not exactly what you want, you may cancel coverage during the 30-day period and receive a full refund of any premiums you may have paid. To cancel coverage, you must notify our office in writing.

If you have any questions or concerns, please do not hesitate to contact our office at the number below.

Sincerely,

Voluntary Benefits Plan

S:\Department 1\APWU\procedure.doc

The United States Life Insurance Company in the City of New York
A member company of American International Group, Inc.

830 Third Avenue
New York, New York 10022

CERTIFICATE OF INSURANCE PAGE

This replaces term "Sticker" on page 1

PLEASE KEEP THIS PAGE WITH CERTIFICATE

**CERTIFICATE
SCHEDULE AD2-**

EFFECTIVE DATE 12:01 a.m. 04/23/2004
Standard Time at the Organization's address

INSURED: RHONDA D STEEN
DATE OF BIRTH: 05/01/1968

PRINCIPAL SUM: \$250000

AGGREGATE LIMIT OF LIABILITY: \$1,000,000 per accident (see page 5)

PLAN OF INSURANCE: CHECK ONE - INSURED ONLY ☐ FAMILY PLAN ☒

If the family plan has been chosen, the Principal Sum
Applicable to "Eligible Dependents" will be as follows:

A. Spouse Only Covered.....	Spouse:	50% of the Principal sum shown above
B. Children Only Covered.....	Each Child:	15% of the Principal sum shown above
C. Spouse and Children Covered.....	Spouse:	40% of the Principal sum shown above
	Each Child:	10% of the Principal sum shown above

Exhibit B

**PLEASE READ THIS CERTIFICATE CAREFULLY. IT EXPLAINS ALL YOUR
BENEFITS AND REDUCTIONS, IF ANY, IN YOUR BENEFIT AMOUNTS.**

LIFE INSURANCE COMPANY OF NORTH AMERICA

Philadelphia, Pennsylvania 19101

A STOCK INSURANCE COMPANYACCIDENT ONLY
CERTIFICATE OF INSURANCENAME OF THE
POLICYHOLDERTrustee of the Association
Members Benefit and
Voluntary Benefit Plan
Insurance TrustGROUP POLICY
NUMBER

AK 50184

CERTIFICATE
NUMBER

COVERAGE FORM

LM-2L60

CER
SCHCERTIFICATE
SCHEDULE

AD2-350729305

EFFECTIVE DATE AT 12:01 a.m.

Standard Time at the Organization's address

04/23/2004

INSURED: RHONDA

D STEEN

PRINCIPAL SUM:

\$250,000

AGGREGATE LIMIT OF LIABILITY: \$1,000,000 per accident (see page 5)

PLAN OF INSURANCE:

CHECK ONE -

☐ INSURED ONLY☒ FAMILY PLANIf the family plan has been chosen, the Principal Sum
applicable to "Eligible Dependents" will be as follows:

A. Spouse Only Covered	Spouse:	50% of the Principal sum shown above
B. Children Only Covered	Each Child:	15% of the Principal sum shown above
C. Spouse and Children Covered	Spouse:	40% of the Principal sum shown above
	Each Child:	10% of the Principal sum shown above

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Michael W. Bell

We, the Life Insurance Company of North America, have issued a group insurance policy to the organization named on page 1.

We certify that you, the person identified on page 1, are covered by the group policy. Your coverage begins on the effective date shown on page 1. This does not apply if you are not regularly performing the duties of your occupation on the date your coverage would begin. In that case, your coverage will start on the first day of the month that follows a return to those duties.

Your benefits are described in this Certificate. You should read it with care so you will understand your coverage. This is not the insurance contract. The group policy is the only contract under which benefits are paid. You may examine it at the office of the organization.

This Certificate replaces any certificates which may have been issued to you in the past under the group policy.

TERMINATION

Your coverage will end when any of these things happen:

- 1) On the date that the group policy is terminated.
- 2) On the next premium due date, if you enter full-time military service for more than 30 days.
- 3) On the next premium due date, if you are no longer in an eligible class.
- 4) At the end of the period for which you have not paid your premium. This is subject to the 31 day grace period.
- 5) On the next premium due date on or after you attain age 80.

FAMILY PLAN COVERAGE

If "Family Plan" is checked (see page 1), we certify that the family members described below are also covered:

- a) Your spouse, while he or she is under age 80.
- b) Your unmarried children over 14 days and under 19 years of age (under 23 years of age if the child is enrolled full-time in an accredited school or college). This includes stepchildren, foster children, legally adopted children, and children of adopting parents pending adoption procedures. To be covered, a child must: (1) have his or her principal residence with you; and (2) chiefly rely on you for support and maintenance.

Termination: - If you have family plan coverage, a family member's coverage will end:

- 1) when your coverage ends; or
- 2) on the next premium due date, if the family member is no longer eligible; or;
- 3) at the end of the period for which you have paid the family plan premium, if you do not pay the required premium contribution. This is subject to the 31 day grace period.

Handicapped Dependents: - Coverage may be kept in force for any child who reaches the age limit, and is both: (1) totally incapable of self-sustaining employment due to a physical or mental handicap; and (2) chiefly dependent on you for support and maintenance. To keep this coverage in force, you must give us proof of the child's incapacity and dependence not more than 31 days after the child reaches the age limit. We may require proof again from time to time, but not more often than once a year after the 2 years that follow the date that the child reaches the age limit.

SCOPE OF COVERAGE

We will pay benefits for loss from bodily injuries:

- a) caused by an accident which happens while a person is covered by the policy; and
- b) which directly, and from no other cause, result in a covered loss (see the Description of Coverage).

We will not pay benefits if the loss was caused by:

- a) sickness, disease or bodily infirmity; or
- b) any of the exclusions listed on page 4.

**YOU ARE COVERED FOR ACCIDENTS ONLY.
THE POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.
READ YOUR CERTIFICATE WITH CARE.**

EXCLUSIONS

No benefits will be paid for loss resulting from:

1. Intentionally self-inflicted injuries, or any attempt thereat, while sane or insane (in Missouri, while sane).
2. Declared or undeclared war or acts of war.
3. Accident occurring while the Insured is serving on full-time active duty for more than 30 days in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.)(Reserve or National Guard active duty for training is not excluded.)
4. Travel or flight (including getting in or out, on or off) in any aircraft or device which can fly above the earth's surface, if:
 - A. the aircraft or device is being used:
 - (1) for test or experimental purposes; or
 - (2) by or for any military authority. (Aircraft flown by the U.S. Military Airlift Command (MAC) or similar service of another country are not excluded); or
 - (3) for travel, or is designed for travel, beyond the earth's atmosphere; or
 - (4) by or for the named organization or any of its subsidiaries and affiliates. (This exclusion applies whether the aircraft or device is owned, leased, operated or controlled, as defined. Chartered aircraft, as defined, are not excluded); or

B. the covered person is:

- (1) serving as pilot or crew member (or student taking a flying lesson) and is not riding as a passenger; or
- (2) hang-gliding; or
- (3) parachuting, except when the covered person has to make a parachute jump for self-preservation.

5. The commission of a felony by the covered person.

6. Sickness, disease or bodily infirmity. (Bacterial infection resulting from an accidental cut or wound or accidental ingestion of a poisonous food substance are not excluded.)

DEFINITIONS

"Owned Aircraft" means one to which the organization holds legal or equitable title. It may use, alter or sell its property as it wishes.

"Leased Aircraft" means one the organization does not own. It may use the aircraft as it wishes for the term of the written lease. The time will be longer than a few days or one or two trips. It may not alter or sell the aircraft without consent of the owner.

"Operated or Controlled Aircraft" means one the organization does not own. It will be leased, rented or borrowed for more than 10 straight days. The organization can use it as it wishes. It may not alter or sell the aircraft without consent of the owner.

"Chartered Aircraft" means one the organization does not own. It will be hired for one purpose or one trip or for general use. The time the organization has it may not exceed 10 straight days nor more than 15 days in any one year. One or more aircraft hired on a regular or frequent basis are not chartered.

AGGREGATE LIMIT OF LIABILITY

The aggregate limit of liability is shown on page 1. We will not be liable for any amount over the limit stated. If the total amount of benefits to be paid under the policy would be more than the aggregate limit, the benefits paid to each covered person will be reduced in the same proportion, so that the total amount we will pay is the aggregate limit.

NOTICE OF CLAIM:

Written notice must be given within 30 days (Kentucky: 60 days) after a covered loss begins, or as soon as reasonably possible. Notice may be given to us, at our home office at Philadelphia, Pennsylvania, or to our agent. This notice should include your name, address, and the policy number.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days, the proof requirements will be met by submitting, within 90 days, written proof of the nature and extent of the loss.

PROOFS OF LOSS:

Written proof must be given to us within 90 days after the date of loss. If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible.

TIME OF PAYMENT OF CLAIMS:

Benefits for loss covered by the policy will be paid as soon as we receive proper written proof of such loss.

PAYMENT OF CLAIMS:

Loss of life benefits will be paid to the beneficiary named in our files. The benefits can be paid in one lump sum; or, at your written request, in accordance with one of our available settlement plans. If you have not chosen any such settlement plan, the beneficiary may do so after your death. The beneficiary should request in writing to be paid from an available settlement plan. We must agree to the plan chosen. If there is no surviving beneficiary, your loss of life benefits will be paid in one lump sum to the first surviving class of the following classes of beneficiaries: (a) wife or husband; (b) child or children; (c) mother or father; (d) sisters or brothers. If there is no surviving member of any of the above classes, the benefits will be paid to your estate. All other benefits will be paid to you. If we are to make payments to your estate, or to a family member who is incapable of giving a valid release, we may pay up to \$1000 to a relative by blood or marriage who we believe is equitably entitled to it. This does not apply where the total payment will be over \$1000. This good faith payment satisfies our legal duty to the extent of that payment.

PHYSICAL EXAMINATIONS AND AUTOPSY:

We will pay the cost and have the right to have the covered person examined as often as reasonably necessary while a claim is pending. We may have an autopsy made, at our expense, unless prohibited by law. (Autopsies are not permitted in Massachusetts, Mississippi and South Carolina).

LEGAL ACTIONS:

No legal action to get policy benefits may be brought less than 60 days nor more than 3 years (Kansas: 5 years; South Carolina: 6 years) after written proof of loss has been furnished as required by the policy.

CHANGE OF BENEFICIARY:

The beneficiary may be changed at any time. The beneficiary's consent is not required. No change is binding until we receive written notice of it.

WORKERS' COMPENSATION INSURANCE:

The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation insurance.

DESCRIPTION OF COVERAGE**Benefits for Accidental Loss of Life, Limb, Sight, Speech or Hearing:**

If, within 365 days from the date of accident covered by the policy, bodily injuries result in any of the following losses, we will pay the benefit set opposite such loss; provided, however, that if the Insured sustains more than one such loss as the result of any one accident, we will pay only the one largest amount to which the Insured is entitled. This amount will not exceed the Principal Sum.

Loss of Life	The Principal Sum
Loss of Two or More Members	The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of One Member	One-Half the Principal Sum
Loss of Speech or Hearing	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Fourth the Principal Sum
"Member" means hand, foot or eye.	

"Loss" means with regard to hand or foot complete severance through or above the wrist or ankle joint; loss of an arm or leg means complete severance through or above the elbow or knee joint; loss of an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; loss of thumb and index finger means severance of each through or above the joint closest to the wrist. (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each.) (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.)

LIFE INSURANCE COMPANY OF NORTH AMERICA

FAMILY PLAN RIDER

This rider amends the policy or certificate to which it is attached. It takes effect and expires at the same time as such policy or certificate.

Eligibility: The "Family Plan" provides coverage for: (a) the Insured employee or member; (b) the Insured's spouse and (c) the Insured's dependent children (as defined in the policy or certificate).

Benefits: Benefits for all covered persons are based upon the Insured's Principal Sum amount as follows:

- | | |
|--|---------------------------|
| (a) Insured and Spouse (children not covered): | |
| Insured | 100% of the Principal Sum |
| Spouse | 50% of the Principal Sum |
|
(b) Insured, Spouse and Children Covered: | |
| Insured | 100% of the Principal Sum |
| Spouse | 40% of the Principal Sum |
| Each Child | 10% of the Principal Sum |
|
(c) Insured and Children (Spouse not covered): | |
| Insured | 100% of the Principal Sum |
| Each Child | 15% of the Principal Sum |

No other policy provision or condition is changed in any way by this rider.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Michael W. Bell

LIFE INSURANCE COMPANY OF NORTH AMERICA

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force. In return for the premium, the following benefit is added:

SEAT BELT BENEFIT

We will pay an additional accidental death benefit of a minimum of \$1,000 per covered person up to a maximum of 10% of the covered person's benefit not to exceed \$10,000. We will pay this benefit if a covered person suffers loss of life, as the result of a covered accident which occurs while he is driving or riding in a Private Passenger Car, if:

1. The car is equipped with seat belts; and
2. The seat belt was in actual use and properly fastened at the time of the accident; and
3. The position of the seat belt is certified in the official report of the accident; or by the investigating officer. A copy of the policy accident report must be submitted with the claim.

If such certification is not available, and it is unclear whether the covered person was properly wearing a seat belt, then we will pay a fixed benefit of \$1,000 to the designated beneficiary.

"Private Passenger Car" means: a validly registered four-wheel private passenger car (including Policyholder-owned cars), station wagons, jeeps, pick-up trucks, and van-type cars that are not licensed commercially or being used for commercial purposes.

In the case of a child, seat belt means a child restraint, as required by the state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the accident.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Michael W. Bell

Except for the above, this rider does not change the policy in any way.

LM-3244

VOLUNTARY BENEFITS PLAN
AMERICAN POSTAL WORKERS UNION

04/26/2004

RHONDA D STEEN
8739 S KINGSTON

350729305

CHICAGO IL 60617-2442

DEAR MEMBER:

ENCLOSED IS YOUR NEW CERTIFICATE OF INSURANCE FOR THE
VOLUNTARY BENEFITS PLAN. YOU CURRENTLY HAVE COVERAGE
IN THE FOLLOWING PLAN:

ACCIDENTAL D & D

PLEASE REVIEW THIS CERTIFICATE CAREFULLY AND NOTIFY US IF
YOU HAVE ANY QUESTIONS CONCERNING YOUR COVERAGE.

WE ARE COMMITTED TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE. YOU CAN HELP US ACCOMPLISH THIS BY NOTIFYING OUR
OFFICE OF ANY CHANGES IN YOUR MEMBERSHIP STATUS, PAY
STATUS, MARITAL STATUS, ADDRESS OR DEPENDENTS.

THANK YOU FOR YOUR PARTICIPATION IN THIS FINE BENEFITS
PROGRAM.

SINCERELY,

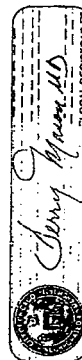
THE VOLUNTARY BENEFITS PLAN

ENCLOSURE(S): A2/

CITY OF CHICAGO

JUL 02 2007

I, TERRY MASON M.D., LOCAL REGISTRAR OF VITAL STATISTICS OF THE CITY OF CHICAGO, DO HEREBY CERTIFY THAT I AM THE KEEPER OF THE RECORDS OF BIRTHS, STILLBIRTHS AND DEATHS FOR THE CITY OF CHICAGO BY VIRTUE OF THE LAWS OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF CHICAGO; THAT THE ACCOMPANYING CERTIFICATE ON THIS SHEET IS A TRUE COPY OF A RECORD KEPT BY ME IN ORDINANCE OF SAID LAW AND ORDINANCES.



**THIS CERTIFICATE COPY VALID WHEN
MULTICOLOR SIGNATURE SEAL IS
AFFIXED.**

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Case 1:08-cv-04181 Document 1-2 Filed 07/23/2008 Page 17 of 34
**AMERICAN
 GENERAL**

**PROOF OF DEATH CLAIM FOR
 GROUP ASSOCIATION**

The United States Life Insurance Company in the City of New York
 New York, New York

American General Assurance Company*
 Schaumburg, Illinois

American General Life Insurance Company*
 Houston, Texas

Members of American International Group, Inc.

Administrative Office: 3600 Route 66,

P.O. Box 1580, MSN 2K, Neptune, NJ 07754-1580

*This company does not solicit business in New York.

AS REQUIRED BY LAW, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

CLAIMANT'S STATEMENT			
Please answer all questions completely. A certified copy of the death certificate must be attached. The original policy or certificate of insurance should also be returned, if available.			
This claim is being made for: <input type="checkbox"/> Member, <input checked="" type="checkbox"/> Spouse of Member or <input type="checkbox"/> Dependent Child of Member		Name of Deceased: <u>Jason Steen</u>	Date of Birth: <u>4/5/77</u> Date of Death: <u>6/28/07</u>
Address of Deceased: <u>2437 Walnut St #2H</u>		Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Widow(er) <input checked="" type="checkbox"/> Married <input type="checkbox"/> Divorced	Social Security No.: <u>304,54,2026</u> Date Last Worked: <u>N/A</u>
Name and Address of Employer: <u>N/A</u>		Occupation at Death: <u>N/A</u>	
Cause of Death: <u>Car Accident</u>		Place of Death: <u>Chicago, IL</u>	
When did Deceased first give indications of his/her last illness? <u>N/A</u>		When did Deceased first consult a physician for his/her last illness? <u>N/A</u>	
Was Death due to Accident? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," describe briefly giving date and place of Accident: <u>6/28/07 125th & Torrence</u>			
List name and address of physicians, hospitals and institutions, if any, the Deceased visited during his/her last illness and during the five years prior to that illness. Also list date of visit and condition(s) treated.			
Name	Address	Date of Visit	Condition(s)
Exhibit D			
Give the following information concerning any other insurance the Deceased had.			
Insurance Company	Policy Dated	Amount of Insurance	
<u>Fewell</u>			
In what capacity do you claim this insurance? (If administrator, executor or guardian, attach copy of court order of appointment.) <u>SPOUSE OF MEMBER</u>			
Your Date of Birth: <u>5/1/68</u>	Social Security/Taxpayer ID #: <u>350-72-9305</u>	Estate Tax ID/Trust ID (Provide if claim made by Estate or Trust.)	
These statements are true and complete to the best of my knowledge and belief. I understand that furnishing of forms by the Company does not constitute an admission that there is any insurance in force. I hereby authorize and request any hospital, physician, pharmacist, employer, insurance company or other person or entity to whom this is presented to furnish the Company or its representative, any and all information and records (or copies thereof) it may desire, specifically to include testing and/or treatment of Human Immunodeficiency (HIV) or AIDS, concerning the patient and further agree that such information or records shall constitute and are hereby made a part of the Proofs of Death. A photostatic copy of this authorization shall be as valid as the original.			
Under penalty of perjury, I certify that the Social Security/Tax ID number provided on this form is true, correct and complete. I understand that failure to furnish this number can subject me to back-up withholding. I certify that I am not now subject to back-up withholding.			
<u>7/7/07</u> DATE <u>250 W. SAVANNAH DR</u> WITNESS <u>ROMEDVILLE, IL 60446</u> ADDRESS		<u>Francis Steen</u> SIGNATURE <u>2437 Walnut St #2H</u> ADDRESS <u>(312) 823-2866</u> TELEPHONE NUMBER	

(OVER)

RECEIVED JUL 9 9 2007

00304201-1097 R03/03 (Front)



November 1, 2007

Rhonda Steen
2437 walnut St. # 2H
Blue Island IL 60406

RE: Jason Steen
G610084
Claim #2007-07-13-2216-01

Dear Ms. Steen:

We have completed our review of the Accidental Death claim submitted on behalf of the above named insured and we regret that we must deny any benefit under this policy.

The policy contains an exclusion, which states that "No benefits will be paid by this policy for any loss or injury that is caused by, results from, or is contributed by:

2. Injury or death from an Accident where the Covered Person's intoxication would be considered a contributing cause to the Accident. Intoxication is determined according to the laws and/or regulations of the jurisdiction in which the Accident occurred. It will be considered contributing cause if: a. An investigation into the cause of the Accident by a police department or other government body makes such determination;..."

Reports from the Chicago Police Department and Cook County Medical Examiner's Office/Toxicology report revealed that the the ethanol level was 0.208. This is over the state regulation of .08. Therefore, the above exclusion is applicable to this claim. As a result, we must decline any benefits under the **Accidental Death Benefit** provision of the policy.

If you do not agree with our decision please advise us in writing of your reasons for disagreeing and include any documentation to support your position.

Exhibit E

American General Life Companies
Group Benefits and Financial Institutions

Distributing products issued by: AIG Life Insurance Company*, American International Life Assurance Company of New York, American General Assurance Company*, American General Indemnity Company*, American General Life Insurance Company*, Delaware American Life Insurance Company*, The United States Life Insurance Company in the City of New York

Member companies of American International Group, Inc.

3600 Route 66 • Neptune, NJ 07753 • 732.922.7000 • www.agac.com

*This company does not solicit business in New York.

VOLUNTARY BENEFITS PLAN
AMERICAN POSTAL WORKERS UNION

November 13, 2007

STEEN, RHONDA
1512 GEORGIA CT
UNIT B
NAPERVILLE, IL 60540-2075

Dear Member:

Enclosed are your new Certificates of Insurance for the Voluntary Benefits Plan. You currently have coverage in the following plans:

ACCIDENTAL D & D

Please review these certificates carefully and notify us if you have any questions concerning your coverage.

We are committed to providing you with the best possible service. You can help us accomplish this by notifying our office of any changes in your membership status, pay status, marital status, address or dependents.

Thank you for your participation in this fine benefits program.

Sincerely,

The Voluntary Benefits Plan

Enclosures:

Exhibit F

CERTIFICATE RIDER

This certificate rider applies only to residents of Illinois.

A. Your Certificate may include one or more of the following provisions. If so, your Certificate is changed, in accordance with State Law, to delete the following provisions in their entirety:

- EDUCATION BENEFIT
- REPATRIATION OF REMAINS
- CHILD CARE BENEFIT
- SPOUSE RETRAINING

B. Item 6. of the EXCLUSIONS provision of your certificate is changed to read:

6. being intoxicated or under the influence of any controlled drug, as such a condition is defined by the jurisdiction where the accident occurred, unless taken as prescribed by a physician;



AIG American General knows that your privacy is important. You have received this notice as required by law and because you are now or may be a customer of one of our companies. This notice will advise you of the types of Nonpublic Personal Information we collect, how we use it, and what we do to protect your privacy.

"Nonpublic Personal Information" refers to personally identifiable information that is not available to the public.

"Employees, Representatives, Agents, and Selected Third Parties" refers to individuals or entities who act on our behalf.

- Our Employees, Representatives, Agents, and Selected Third Parties may collect Nonpublic Personal Information about you, including information:
 - Given to us on applications or other forms;
 - About transactions with us, our affiliates, or third parties;
 - From others, such as credit reporting agencies, employers, and federal and state agencies.
- The types of Nonpublic Personal Information we collect depends on the products we offer to you and may include your: name; address; Social Security Number; account balances; income; assets; insurance premiums; coverage and beneficiaries; credit reports; marital status; and payment history. We may also collect Nonpublic Personal Health Information, such as medical reports, to underwrite insurance policies, process claims, or for other related functions.
- We restrict access to Nonpublic Personal Information to those Employees, Representatives, Agents, or Selected Third Parties who provide products or services to you and who have been trained to handle Nonpublic Personal Information as described in this Notice.
- We have policies and procedures that direct our Employees, Representatives, Agents and Selected Third Parties acting for us, on how to protect and use Nonpublic Personal Information.

- We have physical, electronic, and procedural safeguards in place that were designed to protect Nonpublic Personal Information.
- We do not share Nonpublic Personal Information about you except as allowed by law.
- We may disclose all types of Nonpublic Personal Information that we collect, including information regarding your transactions or experiences with us, when needed, to:
 - (i) Affiliated AIG American General companies, including the American International Group Inc. family of companies, and Employees, Representatives, Agents, and Selected Third Parties, as permitted by law; or
 - (ii) other organizations with which we have joint marketing agreements as permitted by law.
- The types of companies and persons to whom we may disclose Nonpublic Personal Information as permitted by law include: banks; attorneys; trustees; third-party administrators; insurance agents; insurance companies; insurance support organizations; credit reporting agencies; registered broker-dealers; auditors; regulators; and reinsurers.
- We do not share your Nonpublic Personal Health Information unless authorized by you or allowed by law.
- Our privacy policy applies, to the extent required by law, to our agents and representatives when they are acting on behalf of AIG American General.
- You will be notified if our privacy policy changes.
- Our privacy policy applies to current and former customers.

This Privacy Notice is given to you for your information only. You do not need to call or take any action.

This Privacy Notice is provided on behalf of the following companies:

AGC Life Insurance Company, AIG Life Insurance Company of Puerto Rico, AIG Life Insurance Company, AIG Life of Bermuda, Ltd., AIG Premier Insurance Company, AIG Worldwide Life Insurance of Bermuda, Ltd, American General Assurance Company, American General Indemnity Company, American General Life and Accident Insurance Company, American General Life Insurance Company, American General Property Insurance Company of Florida, American General Property Insurance Company, American International Life Assurance Company of New York, Delaware American Life Insurance Company, Pacific Union Assurance Company, The United States Life Insurance Company in the City of New York.

California, New Mexico and Vermont Residents Only:

Following the law of your state, we will not disclose nonpublic personal financial information about you to nonaffiliated third parties (other than as permitted by law) unless you authorize us to make that disclosure. Your authorization must be in writing. If you wish to authorize us to disclose your nonpublic personal financial information to nonaffiliated third parties, you may write to us at: American General Service Center, P.O. Box 4373, Houston, Texas 77210-4373.

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VOLUNTARY BENEFITS PLAN

AMERICAN POSTAL WORKERS UNION

**ACCIDENTAL DEATH AND DISMEMBERMENT
BENEFIT PLAN**

THE UNITED STATES LIFE
(Called United States Life)
830 Third Avenue
New York, New York 10022

CERTIFICATE OF INSURANCE

The term "schedule" refers to the schedule of benefits statement that accompanies this certificate. The term "schedule" does not mean the Schedule of Benefits on page SCH of this certificate.

United States Life certifies that the person named on the schedule is insured for the benefits described in this certificate. This insurance is subject to the eligibility and effective date requirements of the group policy.

CANCELLATION DURING FIRST 30 DAYS

You may cancel the insurance described in this certificate at any time during the 30 day period after you receive this certificate. Mail this certificate with your written request for cancellation to United States Life. United States Life will promptly refund the premium paid, including any fees.

IMPORTANT NOTICE

This certificate is a summary of the group policy provisions which affect **your** insurance. It is merely evidence of the insurance provided by such policy.

The group policy is a contract between United States Life and the Policyholder. It may be changed or ended without notice to or consent of any insured person.

This certificate replaces any certificate previously issued by United States Life to you under the group policy.

The benefits described in this certificate are provided by group policy no. G-610,034, issued to the TRUSTEE OF THE ASSOCIATION MEMBERS BENEFIT AND VOLUNTARY BENEFIT PLAN INSURANCE TRUST, the Policyholder.

CONFORMITY WITH LAW

This certificate of insurance provides coverage under a group master policy that may be issued to an out-of-state group. The certificate rider(s) attached to your certificate, if any, provide all of the benefits mandated by the Insurance Code of the state in which you reside. However, you may not receive all of the protections provided by a policy issued in your state of residence and governed by all the laws of that state.

If the provisions of the group policy do not conform to the requirements of any state or federal law or regulation that applies to the group policy, the group policy is automatically changed to conform with United States Life's interpretation of the requirements of that law or regulation.

Each page in this certificate has a 2 line code at the bottom left of the page. The code "G-19001" means that the page belongs to the certificate series. The letter or letters below the certificate code represents a phonetic description of the particular section (FP = Face page; E = Eligibility). If a section requires more than one page, the descriptive letter is followed by a number indicating its order in the section.

This index refers you to the phonetic codes.

SECTION	PAGE(S)
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General Provisions For Accident And Health Insurance	
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MEMBER BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT

Full benefit amount

see schedule

FAMILY PLAN

CLASS OF DEPENDENTS

**ACCIDENTAL DEATH AND DISMEMBERMENT
Full Benefit Amount**

Based on the composition of the insured family at the time of loss, expressed as a percentage of your elected full benefit amount:

1. Spouse

- if only you and your spouse are insured, 50% of the Full benefit amount in effect for you

- if you, your spouse and your child(ren) are insured, 40% of the Full benefit amount in effect for you

2. Child(ren)

- if only you and your child(ren) are insured, 15% of the Full benefit amount in effect for you

- if you, your spouse and your child(ren) are insured, 10% of the Full benefit amount in effect for you

Change In Amount Of Insurance

For a decrease

If insurance is to decrease, such change will take effect on your premium due date coinciding with or next following the date of change.

For an increase

An increase in your insurance will take effect on the first day of the month coinciding with or next following the date United States Life receives the request for an increase, provided the required premium is paid.

For active members, you must be actively at work on the date an increase in your insurance is to take effect. If you are not, such increase will take effect on the day you resume such work.

The date the increase is to take effect might not be a scheduled workday. If so, you will be considered actively at work on such date if you were actively at work on your last scheduled workday.

For retired members, you must be able to perform the normal activities of a person of like occupation or retired status on the date an increase in you insurance is to take effect. If you are not, such increase will take effect on the day you resume such activities.

ACTIVE WORK or **ACTIVELY AT WORK** means that you perform, in your customary manner, the substantial and material duties of your regular occupation or profession on a full-time basis (at least 20 hours a week) at your customary place of employment or business or any place to which such employment or business requires you to travel.

PHYSICIAN means:

- a medical practitioner licensed to provide medical services and perform general surgery, or
- any other practitioner whose services, by law of the state where such services are performed, must be covered by the group policy.

Each such person must be licensed in the state where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such state.

INSURED PERSON means an insured member or insured dependent. Each will be insured only for the benefits for which he becomes and remains insured by the group policy.

NOTE: The benefits described in this certificate, including, but not limited to insurance provided for dependents, apply to a member only when such member is eligible for, has become insured for, and is making premium payments for such benefits under the group policy as indicated on his schedule.

PRIOR PLAN means The American Postal Workers Union's (APWU) group accidental death and dismemberment benefits insurance plan in effect on the day before the effective date of the group policy, group policy no. AK50184, underwritten by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

YOU or **YOUR** means the insured member.

ELIGIBLE CLASSES

1. All persons who were insured under the prior plan (as defined on page DEF) on the day before the effective date of the group policy.
2. All persons who are:
 - under age 80;
 - actively at work or retired members, as defined by The American Postal Workers Union (APWU);
 - members in good standing with the APWU, in accordance with APWU's Constitution and By-laws; and
 - become insured under the group policy on or after the policy effective date,

but not those who are a resident of an excluded state. Excluded states are evidenced in the appropriate records of United States Life and the Policyholder.

DATE OF ELIGIBILITY

Each person in an eligible class on the effective date of the group policy will be eligible for insurance on that date.

Each person who enters an eligible class after the effective date of the group policy will be eligible for insurance on the date he enters such class.

DATE INSURANCE TAKES EFFECT

You must request insurance in writing. The required premium must be paid when due. You will be insured on the date stated in writing by United States Life.

ACTIVELY AT WORK REQUIREMENT FOR PERSONS WHO ARE INSURED AS ACTIVE MEMBERS AS DEFINED BY THE APWU

You must be actively at work on the date your insurance is to take effect, as well as the 90 consecutive days immediately preceding such date. If you are not, such insurance will take effect on the day you resume such work following your effective date.

The date insurance is to take effect might not be a scheduled workday. If so, you will be considered actively at work on such date if you were actively at work on your last scheduled workday.

ABILITY REQUIREMENT FOR PERSONS WHO ARE INSURED AS RETIRED MEMBERS AS DEFINED BY THE APWU

You must be able to perform the normal activities of a person of like age and sex, with like occupation or retired status on the date your insurance is to take effect. If you are not, such insurance will take effect on the day you resume such activities.

DATE INSURANCE ENDS

Your insurance will end at the earliest of:

1. the date the group policy ends at the option of United States Life or the Policyholder;
2. the end of the period for which the last premium has been paid for you;
3. your premium due date coinciding with or next following the date you cease to be a member in good standing with The APWU;
4. the date you enter full-time active duty in any national or foreign Armed Forces for more than 30 days; or
5. your premium due date coinciding with or next following the date you attain age 80.

DEFINITION

DEPENDENT means your

1. lawful spouse under age 80, and
2. unmarried children whom you support and who are:
 - at least 14 days, but under age 19, or
 - full-time students between the ages of 19 and 23.

"Children" includes stepchildren and adopted children who are wholly dependent upon you for support. A child in the process of adoption will be considered a dependent from the day he is supported by you.

A spouse or child who is eligible for insurance under the group policy, as a member will not be considered a dependent.

If a husband and wife are both insured under the group policy as members, a child may be insured under the member's insurance or the spouse's insurance, but not both.

DATE MEMBERS ARE ELIGIBLE FOR DEPENDENTS' INSURANCE

You will be eligible for dependents' insurance on the later of:

- the date you are eligible for members' insurance, or
- the date you obtain a dependent.

DATE DEPENDENTS' INSURANCE TAKES EFFECT

1. For dependents you have when you become eligible for such insurance, it will take effect as follows:

You must request dependents' insurance in writing. The appropriate premium must be paid. You will be insured for such insurance on the date you are eligible.

2. Each person who becomes a dependent after you become insured for dependents' insurance will be insured on the date he becomes a dependent.

OUT OF HOSPITAL REQUIREMENT

The dependent might be hospitalized on the date his insurance is to take effect. If so, insurance will take effect on the day after he is discharged.

ABILITY REQUIREMENT

A dependent must be able to perform the normal activities of a person of like age and sex, with like occupation or retired status on the date his insurance is to take effect. If he is not, such insurance will take effect on the day the dependent resumes such activities.

DATE DEPENDENTS' INSURANCE ENDS

A dependent's insurance will end at the earliest of:

1. the date your insurance ends under the group policy;
2. the date dependents' insurance ends under the group policy;
3. with respect to spouses, the date the spouse attains age 80;
4. with respect to spouses, the date his marriage ends by divorce or annulment;
5. with respect to children; the date the person ceases to be a dependent; or
6. the end of the period for which the last premium has been paid for the dependent.

CONTINUATION OF DEPENDENTS' INSURANCE WITH PREMIUM PAYMENT FOR RETARDED AND HANDICAPPED CHILDREN

Insurance for a dependent child may be continued past the age limit if he cannot support himself because he is retarded or handicapped. Premium payment will be required. Proof of the retardation or handicap must be sent to United States Life within 31 days after the child attains the age limit.

Insurance will continue for as long as such child:

- remains retarded or handicapped, and
- meets all the rules for dependents in the group policy, except the age limit.

This section provides benefits for accidental:

- loss of life, and
- loss of sight, hand, foot, speech, hearing, thumb and index finger, or movement of limbs.

If an insured person suffers such loss solely as a result of an injury caused by an accident, due proof of such loss must be sent to United States Life. The accident must happen while the person is insured and the loss must occur within 365 days after the date of that accident. When the proof is received, United States Life will pay the benefit amounts described below.

FOR LOSS OF LIFE

United States Life will pay to the beneficiary **the full benefit amount** shown in the Schedule of Benefits.

FOR LOSS OF SIGHT, HAND, FOOT, SPEECH, HEARING, THUMB AND INDEX FINGER, OR MOVEMENT OF LIMBS

LOSS OF SIGHT means total loss of sight which cannot be restored by surgical or other means.

LOSS OF HAND means that a hand is permanently severed at or above the wrist.

LOSS OF FOOT means that a foot is permanently severed at or above the ankle.

LOSS OF SPEECH OR HEARING means entire and irrecoverable loss thereof, which cannot be restored by surgical or mechanical means.

LOSS OF THUMB AND INDEX FINGER means actual severance through or above the metacarpophalangeal joints.

LOSS OF MOVEMENT means complete and irreversible paralysis with reference to limbs.

United States Life will pay to you:

1. **the full benefit amount** shown in the Schedule of Benefits for loss of:

- sight of both eyes
- both hands
- both feet
- speech and hearing
- movement of both upper and lower limbs (quadriplegia)
- any combination of foot, hand or sight of one eye.

2. **three-quarters of the benefit amount** shown in the Schedule of Benefits for loss of movement of both lower limbs (paraplegia).

3. **one-half the benefit amount** shown in the Schedule of Benefits for loss of:

- sight of one eye
- one hand
- one foot
- speech or hearing
- movement of both upper and lower limbs of one side of the body (hemiplegia).

4. **one-quarter of the benefit amount** shown in the Schedule of Benefits for loss of thumb and index finger of the same hand.

If a person suffers more than one loss due to any one accident, payment will be made only for that loss for which the largest amount is payable.

If a benefit for LOSS OF MOVEMENT is paid, no further benefits are payable for any loss of such limb(s) from a subsequent accident.

FOR LOSS SUFFERED WHILE WEARING A SEAT BELT

If a person dies as a result of an injury caused by an automobile accident, the **seat belt benefit** will be paid if:

- the benefit for **Loss of Life** under the Accidental Death and Dismemberment Benefits section is payable;
- the automobile accident occurs while the person is insured;
- the person was wearing a seat belt at the time of the accident;
- death occurs within 365 days of the date of the accident; and
- due written proof is given.

Proof must include evidence that:

- death was the result of an automobile accident; and
- the person was properly wearing a seat belt at the time of the accident.

As part of the proof, a copy of the police accident report must be submitted.

The **seat belt benefit** will be paid in addition to the **full benefit amount** which is payable for **Loss of Life**. The amount of the **seat belt benefit** will be the greater of:

- \$1,000; or
- 10% of the **full benefit amount**.

EDUCATION BENEFIT

If the benefit for **Loss of Life** under the Accidental Death and Dismemberment section is payable with respect to you, the **education benefit** will be paid to your insured dependent child(ren) if:

- your coverage includes coverage for dependent children;
- the insured dependent child(ren) is (are) enrolled as a full-time student at an institution of higher learning on the date you die, or become(s) so enrolled within 365 days after the date of death.

Proof of full-time student status must be provided, upon request.

For the purpose of this **education benefit**, the following terms will have the meanings given below.

Full-time student is as required by the institution of higher learning.

Institution of higher learning means a college, university, or trade school.

The **education benefit** will be paid annually with respect to each insured dependent child. The first annual payment will be payable as of the later of:

- the date of your death; or
- the date the child enrolls as a full-time student.

Later payments will be payable as of the same day and month in each subsequent year.

The amount of the **education benefit** will be equal to the lesser of:

- 2% of your full benefit amount; or
- \$2,500.

The **education benefit** for each eligible insured dependent child will continue to be paid until the earlier of:

- the end of 4 consecutive years from the date you die; or
- the date the child ceases to be enrolled as a full-time student at an institution of higher learning.

ESCALATOR BENEFIT

Subject to the conditions stated below, a 2% increase in your original full benefit amount will be offered on the policy anniversary following the completion of 24 months of coverage. This time will be reduced by the amount of time you were insured under the prior plan (as defined on page DEF).

This 2% increase will occur automatically each policy anniversary for 5 years or until:

- the total of all such increases reaches 10% of your original full benefit amount;
- the policy anniversary following your attainment of age 70; or
- you decline to pay the appropriate premium for the increased amount.

If you at any time choose not to pay the appropriate premium for an increased amount, further increased amounts will not be available.

If you increase your full benefit amount, this benefit will be applied separately to each amount applied for. If you reduce your full benefit amount, any increase provided under this provision will be reduced in the same proportion.

This increase applies only to your full benefit amount. Benefit amounts for covered dependents will not be increased.

The cumulative amount of all the increases for an insured member will reduce in accordance with the applicable reduction formula described in the group policy, if any.

SPOUSE RETRAINING BENEFIT

If the benefit for **Loss of Life** under the Accidental Death and Dismemberment section of the group policy is payable with respect to you, the spouse retraining benefit will be paid to your insured surviving spouse if the spouse:

- enrolls as a student at an institution of higher learning within 365 days after the date of your death;
- enrolls in such institution for the purpose of training or refreshing skills for employment; and
- incurs expenses from such institution.

Proof of enrollment and attendance must be provided to United States Life, upon request.

Institution of higher learning means a college, university, or trade school.

The spouse retraining benefit will be paid annually, for 2 years. The first annual payment will be payable as of the date the spouse enrolls in an institution of higher learning after your death. A subsequent payment will be payable as of the same day and month in the following year.

The amount of the spouse retraining benefit will be equal to the lesser of:

- 1% of your full benefit amount; or
- \$3,000.

The spouse retraining benefit will continue to be paid until the earlier of:

- the end of 2 consecutive years from the date the spouse enrolls in an institution of higher learning; or
- the date the spouse ceases to be enrolled at an institution of higher learning.

EXCLUSIONS

No benefits will be paid for any loss that results from or is caused directly, indirectly, wholly or partly by:

1. suicide; or intentionally self-inflicted injury;
2. insurrection; war or an act of war;
3. a physical or mental sickness, or treatment of that sickness;
4. voluntary intake of poison, drugs, gas or fumes, unless taken as prescribed by a physician;
5. committing a crime, or an attempt to do so;
6. being intoxicated or under the influence of any drug, unless taken as prescribed by a physician;
7. active military duty in the service of any country for more than 30 days (Reserve or National Guard active duty for training is not excluded);
8. flight in any type of aircraft, unless you travel as a fare paying passenger, or on a pass, and if:
 - the aircraft is licensed to carry passengers
 - the carrier is licensed to fly such aircraft
 - the aircraft is flown by a licensed pilot, and
 - the flight is regularly scheduled between established airports.

BENEFICIARY**For members**

Loss of life benefits will be paid to the beneficiary named in United States Life's files. The benefits can be paid in one lump sum; or, at the member's written request, in accordance with one of United States Life's available settlement plans. If the member has not chosen any such settlement plan, the beneficiary may do so after the member's death. The beneficiary should request in writing to be paid from an available settlement plan. United States Life must agree to the plan chosen. If there is no surviving beneficiary, the member's loss of life benefits will be paid in one lump sum to the first surviving class of the following classes of beneficiaries: (a) wife or husband; (b) child or children; (c) mother or father; (d) sisters or brothers. If there is no surviving member of any of the above classes, the benefits will be paid to the member's estate. All other benefits will be paid to the member. If United States Life is to make payments to the member's estate, or to a family member who is incapable of giving a valid release, United States Life may pay up to \$1,000 to a relative by blood or marriage who United States Life believes is equitably entitled to it. This does not apply where the total payment will be over \$1,000. This good faith payment satisfies United States Life's legal duty to the extent of that payment.

For spouses and children

Benefits will be paid to the insured member, if living. If not living, United States Life will pay such benefits to the member's beneficiary, as described above.

United States Life will not be liable for such payment after it is made.

MISSTATEMENTS

A person's age, sex or any other data may be misstated. If so, the correct data will be used to determine if insurance is in force. If insurance is in force, the premium and/or benefits will be adjusted according to the facts.

PAYMENT FOR EXPENSES INCURRED AT AN INSURED PERSON'S DEATH

If there is no living named beneficiary, United States Life has the option to pay part of the benefits to anyone who has incurred expenses for the person's last sickness or death.

This payment will not exceed the amount of such expenses, up to the maximum for such payment set forth by law in the state where the group policy is issued.

United States Life will not be liable for such payment after it is made.

PAYMENT TO A MINOR OR INCOMPETENT

If any beneficiary or payee is a minor or is incompetent to receive payment, United States Life will pay his guardian. United States Life will not be liable for such payment after it is made.

AUTOPSY

United States Life, at its expense, has the right to order an autopsy. This will only be done where allowed by law.

ASSIGNMENT

United States Life will not be bound by any assignment unless it is in writing and is recorded at its home office. United States Life is not responsible for the validity of an assignment.

COMPLIANCE WITH LAW

On the date the group policy takes effect, some of its provisions may conflict with an applicable law. If so, any such provision is changed to comply with the minimums required by such law.

GENDER

Male pronouns will be read as female where it applies.

MULTIPLE CERTIFICATES

A person cannot be insured under more than one certificate providing insurance under group policies issued by United States Life to the Policyholder. If premium is being paid for more than one such certificate, insurance will be in effect under only one certificate at any one time. Premiums paid for certificates which are not in effect will be refunded.

FILING A CLAIM

To file a claim, a person must complete a proof of claim form.

Step 1:

A claimant should send a written notice of claim to United States Life within 20 days of a loss. No special form is required to do this. The notice need only identify the claimant and the Policyholder.

Step 2:

When United States Life receives the notice, it will send a proof of claim form to the claimant.

Step 3:

The claimant should receive the proof of claim form within 15 days of the date United States Life received the notice of claim.

If the form is received within such time, it should be completed, as instructed, by all persons required to do so. Additional proof, if required, should be attached to the form.

If the form is not received within such time, the claimant may provide written proof of claim to United States Life on any reasonable form. Such proof must state the date the injury or sickness began and the nature and extent of the loss.

Step 4:

Proof of claim must be sent to United States Life within 90 days of the loss.

If a notice or proof is sent later than the times shown above, United States Life will not deny or reduce a claim if the notice or proof was sent as soon as possible.

PAYMENT OF CLAIMS

All benefits will be paid as they accrue.

PHYSICAL EXAMS

United States Life, at its expense, has the right to examine the insured. This may be done as often as needed to process a claim.

TIME LIMIT ON LEGAL ACTIONS

Legal action may only be brought against United States Life during a certain period. This period begins 60 days after the date proof of claim was filed and ends 3 years after the end of the period within which such proof is required.

If you have any questions regarding
your Group Insurance Plan, please contact

The Voluntary Benefits Plan
P.O. Box 1471
Waterbury, CT 06721

1-800-422-4492
1-800-237-5536 In Connecticut
1-203-754-4410 T.D.D.
www.VoluntaryBenefitsPlan.com



Products underwritten by:
The United States Life Insurance Company in the City of New York
Member of American International Group, Inc.
New York, New York
www.agac.com

The underwriting risks, financial obligations and support functions associated with the products issued by The United States Life Insurance Company in the City of New York are solely its responsibility. The United States Life Insurance Company in the City of New York is responsible for its own financial condition and contractual obligations. This is a summary only and is subject to the terms, conditions and limitations of the group policy.

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2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served by Publication
SUMMONS

Case 1:08-cv-02231-Not Served
Document 1-3
2121 - Served
2221 - Not Served
2321 - Served by Mail
2421 - Served by Publication
ALIAS - SUMMONS

Filed 07/23/2008 Page 1 of 1

(2-81) CCG-1

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

(Name all parties)
RHONDA STEEN,

Plaintiff,

v.

LIFE INSURANCE COMPANY OF NORTH AMERICA,
THE UNITED STATES LIFE INSURANCE COMPANY
IN THE CITY OF NEW YORK, a Member Company of
AMERICAN INTERNATIONAL GROUP, INC., and
AMERICAN INTERNATIONAL GROUP, INC., known
as AIG AMERICAN GENERAL,

Defendants.

08CV4181

JUDGE ANDERSEN

MAGISTRATE JUDGE ASHMAN

TG

No.

08CH24034

RECEIVED
STATE OF ILLINOIS

JUL 03 2008 HK 10:47

DEPT. OF INSURANCE
CHICAGO, ILLINOIS

Serve: See Reverse Side for Service Information

YOU ARE SUMMONED and required to file an answer in this case, or otherwise file your appearance in the office of the clerk of this court (located in Room * 802 of the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602), within 30 days after service of this summons, not counting the day of service; IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

WITNESS, JUL 03 2008, 2008

DOROTHY BROWN

CLERK OF CIRCUIT COURT
Clerk of Court

Date of service: , 2008

(To be inserted by officer on copy left
with defendant or other person)

Attorney No.: 21656
Name: DONALD L. BERTELLE
Attorney for the Plaintiff
Address: 11 South La Salle Street -- Suite 1000
City: Chicago IL 60603
Telephone: (312) 201-8885

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Law Division Room 801

*Chancery-Divorce Division Room 802

County Division Room 801

Probate Division Room 1202

EXHIBIT

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